

TENDER NOTICE

No. EA/02-53-2024

For Relocation of Optical Fiber Cable between Abdul Haq Square and Puli Charkhi

1. Bids are invited from your esteemed Company for the Relocation of Optical Fiber Cable between Abdul Haq Square and Puli Charkhi location as per RFP Annexure. This bid Document is also available on the Etisalat website (www.etisalat.af, [Tenders](#)).
 2. RFP Deadline is **23 December 2024 Afghanistan time**.
 3. Bid received after the above deadline shall not be accepted.
 4. Bidders can provide either a sealed Hardcopy of the Proposal or a Softcopy of the Proposal through email. A hard copy can be submitted to Etisalat's Main office, Reception Desk (Tender Box). The softcopy shall be submitted through email (azahid@etisalat.af) and cc: (lhsanullah@etisalat.af) and marked clearly with the **RFP name, and number**. When submitting proposals via email, the subject line should remain unchanged. Any modifications to the subject may cause issues in processing and could result in proposals not being considered.
 5. The bidder shall submit the proposal with separate (Technical and Commercial)
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parts. The commercial part must be password password-protected document for a softcopy of the proposal, and we will request the password once here the concerned committee opens bids (starts the bid's Commercial evaluation). The bids shall be first evaluated technically. Technical evaluation will be based on the conformity to required technical specifications and compliance matrix specified in the Bidding Documents. Only technically compliant bids that meet all the mandatory service-effecting requirements will be evaluated commercially.

6. Etisalat Afghanistan reserves the right to accept or reject any or all bids and to annul the bidding process at any time, without thereby incurring any liability to the affected bidder(s) or any obligations to inform the affected bidder(s) of the grounds for Etisalat Afghanistan action.

7. All correspondence on the subject may be addressed to Ahmad Shikib Shalizi, Assistant Manager of Procurement, and Etisalat Afghanistan. Email ashalizi@etisalat.af and Phone No. +93781 204 040.

Ihsanullah Zirak

Director Procurement and Supply Chain

Ihsan Plaza, Shar-e-Naw, Kabul, Etisalat Afghanistan

E-mail: ihsanullah@etisalat.af

(RFP)

For

**Relocation of Optical Fiber
Cable between Abdul Haq
Square and Puli Charkhi
Location**



1. DEFINITIONS

In this document, the following terms and meanings shall be interpreted as indicated:

1.1 Terms.

“Acceptance Test(s)” means the test(s) specified in the Technical Specifications to be carried out to ascertain whether the Goods, Equipment, System, Material, Items or a specified part thereof is able to attain the Performance Level specified in the Technical Specifications in accordance with the provisions of the Contract.

“Acceptance Test Procedures” means test procedures specified in the technical specifications and/or by the supplier and approved by EA as it is or with modifications.

“Approved” or “approval” means approved in writing.

“BoQ ” stands for Bill of Quantities of each job/work as mentioned in this contract and its annexes according to which the contractor shall supply equipment & services and subject to change by agreement of both parties.

“Bidding” means a formal procurement procedure under which sealed bids are invited, received, opened, examined and evaluated for the purpose of awarding a contract.

“Bid/Tender Document” means the Bid/Tender documents issued by EA for invitation of Bids/Offer along with subsequent amendments and clarifications.

“CIF” means “Cost Insurance Freight” as specified in INCOTERM 2010.

“Competent Authority” means the staff or functionary authorized by EA to deal finally with the matter in issue.

“Completion Date” means the date by which the Contractor is required to complete the Contract.

“Country of Origin” means the countries and territories eligible under the rules elaborated in the “Instruction to Bidders”.

“Contract” means the Contract between Etisalat Afghanistan (EA) and the Contractor and comprising documents.

“Contractor” means the individual or firm(s) ultimately responsible for supplying all the Goods/Equipment/Systems/Material/Items on time and to cost under this contract to EA.

“Contractor’s Representative” means the person nominated by the contractor and named as such in the contract and approved by EA in the manner provided in the contract.

“Contract Documents” means the documents listed in Article (Contract Documents) of the Form of Contract (including any amendments thereto) or in any other article in this contract.

“Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.

“Day” means calendar day of the Gregorian calendar.

“Delivery charges” means local transportation, handling, insurance and other charges incidental to the delivery of Goods to their final destination.

“D.D.P” means Delivered Duty Paid as defined in the Incoterms 2010 including the unloading responsibility of bidder/seller.

“Effective Date” means the date the Contract shall take effect as mentioned in the Contract.

“Etisalat Afghanistan (EA)” means the company registered under the Laws of Islamic Emirate of Afghanistan and having office at Ihsan Plaza Charahi Shaheed Kabul in person or any person dully authorised by it for the specific purpose for the specific task within the Contract and notified to contractor in writing.

“Final Acceptance Certificate” means the certificate issued by EA after successful completion of warranty and removal of defects as intimated by EA.

“Force Majeure” means Acts of God, Government restrictions, financial hardships, war and hostilities, invasion, act of foreign enemies, rebellion, revolution, riot, industrial disputes, commotion, natural disasters and other similar risks that are outside of Contractor's and EA's control.

“Goods Receipt Certificate” means certificate issued by the consignee certifying receipt of Goods in good order and condition.

“Liquidated Damages” mean the monetary damages imposed upon the contractor and the money payable to EA by the contractor on account of late delivery of the whole or part of the Goods.

“L.o.A” means Letter of Award issued by EA to successful bidder with regard to the award of tender.

“Month” means calendar month of the Gregorian calendar.

“Offer” means the quotation/bid and all subsequent clarifications submitted by the Bidder

and accepted by EA in response to and in relation with the Bid Documents.

“Origin” means the place where the Goods are mined, grown or produced from which the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

“EA's Representative” shall mean the representative to be appointed by EA to act for and on behalf of EA with respect to this Contract.

“Specifications” means the specifications, provided in the Contract and its annexure and in EA Tender Specifications and where the Contract is silent and in cases of conflicting specifications appearing in the documents, based on the latest version of ITU-T recommendations.

“Supplier/Vendor” (used interchangeably) means the individual or firm ultimately responsible for supplying all the Goods on time and to cost under this Contract acting individually alone or as a “prime contractor” for a consortium.

“Supplier's Representative” means the person nominated by the Contractor and named as such in the Contract and approved by EA in the manner provided in the Contract.

“Warranty Period” shall mean the period of 12 months or any extended period starting from the acceptance of the delivered Goods in good order and conditions at consignee's certified by EA authorized representative (s).

2. INTRODUCTION TO WORK.

2.1 Bids are invited for the Relocation of Optical Fiber Cable between Abdul Haq Square and Puli Charkhi Locations.

3. Scope of Work (SoW)

As per Annexure –A

4. Validity of Offers

The Tenders must be valid for a minimum of 90 days from the Tender closing date, or as may be specified by Purchaser in the Tender documents.

5. Price and Payment Term

5.1 Payment shall be made by bank transfer after receipt of original Hardcopy of invoice.

5.2 Advance payment shall be not made to the contractor.

5.3 EA shall make prompt payment, within thirty days of submission of an invoice/claim by the contractor subject to availability of prerequisite documents specified under the contract and adjustment of penalty (if any) on account of late delivery and/or defective Goods replacement after confirmation from the Project Director.

5.4 Payments will be subject to the deduction of income tax at the prevailing rate, which will be withheld from the contractor's relevant invoices and paid directly to the Tax Authorities, unless the contractor is specifically exempted by the authorities. Etisalat Afghanistan (EA) will issue a certificate of tax deductions to the contractor, enabling the contractor to settle their tax returns with the concerned authorities.

5.5 Payments against the entire contract will be made by EA based on the contractor's ability to meet payment milestones as defined in the Bid Documents in the following manner.

5.5.1 For Equipment, Installation, and implementation services.

5.5.2.1 EA will make 100% payment after delivery of the project.

5.5.2 For System Support and Maintenance Services (if available).

5.5.2.1 EA will make payment on quarterly basis at end of each quarter, after support/service is delivered.

7. Penalty:

7.1 If the contractor fails to complete the said job on or before the Completion Date, the Contractor shall pay to the Purchaser as and by way of Penalty resulting from the delay, the aggregate sum of one percent (1%) of Total Contract price of the delayed services for each week and pro-rata for parts of week, for delay beyond the specified date, subject to a maximum of ten percent (10%) of the Total Contract Price of the service(s). In the event that delay is only in respect of small items which do not affect the effective utilization of the system, penalty shall be chargeable only on the value of such delayed items.

7.2 Any penalty chargeable to the Contractor shall be deducted from the invoice amounts submitted by the Contractor for payment, without prejudice to the Purchaser's rights.

8. Construction of Contract:

The Contract shall be deemed to have been concluded in the Islamic Emirate of Afghanistan and shall be governed by and construed in accordance with Islamic Emirate of Afghanistan Law.

9. Termination of the Contract

9.1 If during the course of the Contract, the Contractor shall be in breach of the Contract and the Purchaser shall so inform the Contractor by notice in writing, and should the breach continue for more than seven days (or such longer period as may be specified by the Purchaser) after such notice then the Purchaser may immediately terminate the Contract by notice in writing to the Contractor.

9.2 Upon termination of the Contract the Purchaser may at his option continue work either by himself or by sub-contracting to a third party. The Contractor shall if so required by the Purchaser within 14 days of the date of termination assign to the Purchaser without payment the benefit to any agreement for services and/or the execution of any work for the purposes of this Contract. In the event of the services/jobs being completed and ready for utilization by the Purchaser or a third party and the total cost incurred by the Purchaser in so completing the required services/jobs being greater than which would have been incurred had the Contract not been terminated then the Contractor shall pay such excess to the Purchaser.

9.3 The Contractor shall not have the right to terminate or abandon the Contract except for reasons of force majeure.

9.4 Etisalat has the right to terminate this Contract without cause at any time by serving a 30-day prior written notice to the Contractor.

10. Local Taxes, Dues and Levies:

10.1 The Contractor shall be responsible for all government related taxes, dues and levies, including personal income tax, which may be payable in the Afghanistan or elsewhere.

10.2 Withholding tax (if applicable) shall be deducted on local portion only as per prevailing rates as notified Islamic Emirate of Afghanistan. The amount of withholding Tax(s) is 2% of all project cost for local/registered companies who have Afghanistan Government Official Work License and 7% for International/nonregistered companies.

Annexure-A

Technical Scope for the Relocation of ETA Optical Fiber Cable between Abdul Haq Square and Puli Charkh Locations

Due to road extension and construction between Abdul Haq Square and Puli Charkhi, the ETA Optical Fiber Cable (OFC) needs to be relocated from the middle point of the current road to the northern side. This route spans approximately 12 km. Below is the main scope for the relocation:

- **Construction of 12 manholes** (RCC Manhole: 1.8 m x 1.8 m x 2.0 m).
- **Relocation of HDPE pipe** (50 meters for each manhole).
- **Relocation of OFC cable** (50 meters for each manhole).
- **Splicing of 144-core fiber** at designated cut points.
- **End-to-end testing** of the relocation route using an OTDR tester for all cores, in coordination with the ETA Fiber team. Test results need to be shared.
- **Labelling of all manholes, pipes, and cables** with the ETA logo.
- ETA requires the **total cost** for the relocation, with a detailed breakdown of the scope above.
- **Trenching and Ducting:** Excavation of trenches for the placement of HDPE pipes and fiber optic cables, including the installation of protective ducts for the cables. Ensure proper depth and alignment to avoid future damage.
- **Jointing and Enclosure Installation:** Install fiber optic splice enclosures at splice points, ensuring proper sealing and protection of splices. Use high-quality jointing kits to prevent any future failure due to external factors.



RFP General Terms Compliance to be filled by Bidder.

S/N	Clause No. and General Terms	Comply (Yes/No)	Remarks
1	4. VALIDITY OF OFFERS:		
2	6. ACCEPTANCE OF OFFERS:		
3	7. REGISTRATION/LEGAL DOCUMENTS OF THE BIDDER		
4	8. PAYMENTS		
5	9. PENALTY:		
6	10. CONSTRUCTION OF CONTRACT:		
7	11. TERMINATION OF THE CONTRACT BY THE PURCHASER		
8	12. LOCAL TAXES, DUES AND LEVIES:		

The following Information must be submitted with offer.

Bidder Contact Details	
Bidder Name	
Bidder Address	
Bidder Email Address	
Bidder Phone Number	
Bidder Contact Person Name	
Bidder Contact Person Phone No	
Bidder Contact Person Email Address	
Bidder Registration License Number	
License Validity	
TIN Number /Tax Number	

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